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IN THE

Supreme Court of the United States

OCTOBER TERM—1959

No. 535

UNITED RAILROAD WORKERS DIVISION OF TRANSPORT WORKERS UNION OF AMERICA, in its own right and as representative of the UNITED RAILROAD WORKERS OF AMERICA, CIO, LOCAL 1463, and its members, *et al.*,

Petitioners,

against

THE BALTIMORE AND OHIO RAILROAD COMPANY, *et al.*,

Respondents.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

BRIEF FOR RESPONDENTS IN OPPOSITION

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BRIEF FOR RESPONDENTS IN OPPOSITION

Opinions Below

The opinion of the District Court is printed at pages 142a-162a of the Joint Appendix below, and is reported in 176 F. Supp. 53. The opinion of the Court of Appeals is printed in Appendix B of the Petition, pages 19-33 and is reported in 271 F. 2d 87. The decision of the Court of Appeals denying the Petition for Rehearing is printed in Appendix C of the Petition, pages 34-35 but is not yet officially reported.

Jurisdiction

The jurisdictional requisites are adequately set forth in the Petition.

Question Presented

Whether or not interstate carriers are required to maintain the *status quo ante* in a situation arising out of a "minor dispute" within the meaning of the Railway Labor Act where the dispute has been submitted to the Adjustment Board and where the employees have an adequate remedy at law and will not suffer irreparable harm in the absence of such requirement.

Statutes Involved

The Statutes involved are Sections 1A, 2(First), 2(Second), 2(Sixth), 2(Seventh), 3(First—(i)), 5, 6, and 10 of the Railway Labor Act, 48 Stat. 1185(34) and 64 Stat. 1238(51); 45 U.S.C., 151a, 152(First), (Second), (Sixth), and (Seventh), 153(First—(i)), 155(First)(a) and (b), 156 and 160. All of these sections are set forth in Appendix A below.

Statement of the Case and Proceedings Below

On June 10, 1959, without attempting to pursue any of the procedures of the Railway Labor Act, the petitioner, United Railroad Workers Division of Transport Workers Union of America (hereinafter referred to as T.W.U.), called an illegal strike by its members who are employed by the respondents in their marine operations in New York Harbor, and actively solicited the support of other Unions in the Harbor (13a, 14a).[1] The action of the T.W.U.

[1] Unless otherwise stated page references are to the Joint Appendix below, which contains all exhibits except Plaintiffs' Exhibits A-1 through A-6 and D, which are filed separately.

was immediately followed by a similar strike call by the other two Union petitioners herein (Plaintiffs' Exhibits E and F, 140a, 141a).

In calling the strike, the petitioners claimed that the abolition by respondents of the position of fireman on their diesel tugs, notice of which had been given by the respondents on June 10, 1959 to become effective June 15, 1959, was in violation of existing applicable collective bargaining agreements between the petitioners and the respondents (50a). Upon receipt of the strike threat, the respondents made an *ex parte* submission of the dispute thereby created to the New York Harbor Marine Board of Adjustment as provided for in the applicable collective bargaining agreements for seven of the respondents herein and to the National Railroad Adjustment Board, Fourth Division, with respect to three of the respondents herein (18a).

After the submissions to the appropriate Boards, the respondents on June 11, 1959, obtained an *ex parte* temporary restraining order from the United States District Court for the Southern District of New York, per Murphy, J., enjoining the strike or work stoppage threatened by the petitioners (62a). Judge Murphy on the next day denied a motion by the petitioners to vacate said temporary restraining order, or in the alternative to modify said order by providing for the maintenance of the *status quo ante* (62a). On June 16, 1959, after a hearing, the District Court per Bryan, J., continued the temporary restraining order in effect against the petitioners (104a). Subsequently, by decision of June 19, 1959, Judge Bryan granted a preliminary injunction against the continued work stoppage but also granted the petitioners' cross motion for a mandatory injunction requiring the restoration of the abolished positions and the maintenance of the *status quo ante* until all procedures under the Railway Labor Act had been exhausted (143a-162a).

Pursuant to said order, respondents restored the abolished positions and immediately appealed to the United States Court of Appeals for the Second Circuit which unanimously affirmed the District Court's issuance of a preliminary injunction against the petitioners' illegal strike and reversed, by a divided Court, the mandatory injunction of the District Court requiring the maintenance of the *status quo ante* by the respondents (Petition 19).

After the denial of a motion for rehearing, the Court granted the petitioners' motion for a stay of the issuance of its mandate pending application by the petitioners to this Court for a writ of certiorari. The firemen thus are still maintained on the respondents' diesel tugs performing a useless and unnecessary job at a weekly cost to respondents of approximately $12,000.00, no part of which can ever be recovered.

The Petition Should Be Denied Since the Decision Below is Manifestly Correct and the Questions Alleged to be Presented by the Petition are Not Involved in This Cause

(1) The Decision of the Court Below is Manifestly Correct.

Upon the plain meaning of the Railway Labor Act (45 U.S.C. Sections 151 *et seq.*) and its interpretation by this Court the decision of the Court of Appeals is manifestly correct. Since the dispute which was created by the petitioners' illegal strike threat, and which has been submitted to the appropriate Adjustment Boards, involves the interpretation or application of an existing agreement it is clearly a "minor dispute" within the meaning of the Railway Labor Act and the decisions of this Court interpreting said Act.

This Court held in *Brotherhood of Railroad Trainmen v. Chicago River & Ind. R.R. Co.*, 353 U. S. 30, that a

carrier is entitled to injunctive relief against a strike by a labor organization over a "minor dispute" which is pending before the Adjustment Board notwithstanding the provisions of the *Norris-La Guardia Act*, 29 U.S.C. Sections 101-115. This Court has further held in *Order of Railway Conductors* v. *Pitney*, 326 U. S. 561, that the District Court should withhold the issuance of an injunction requiring the maintenance of the *status quo ante* with respect to employees who faced displacement, until the Adjustment Board has had an opportunity to pass on the dispute pending before it for, until that time, the employees cannot show that they have an inadequate remedy at law or that they will suffer irreparable harm.

While the Railway Labor Act (45 U.S.C. 155, 156 and 160) in the case of "major disputes" requires the maintenance of the *status quo* in the event either party desires to change a written agreement affecting "rates of pay, rules or working conditions" (45 U.S.C. 156) the Act imposes no such requirement with respect to "minor disputes" as the Court below correctly held. What is involved in the case at bar is clearly a "minor dispute."

The distinction between a "major" and a "minor dispute" arises in the Railway Labor Act itself (45 U.S.C. Sections 151 *et seq.*) and this terminology has been adopted by this Court to distinguish between a dispute arising out of the interpretation or application of an existing collective bargaining agreement (a "minor dispute", 45 U.S.C. 153 First (i)); and a dispute arising from an intended change in written agreements "effecting rates of pay, rules or working conditions" (a "major dispute", 45 U.S.C. 152 Sixth and Seventh; 45 U.S.C. 156).

The distinction between a "major dispute" and a "minor dispute" has been most clearly set forth by this Court in *Elgin J. & E. R.R. Co.* v. *Burley*, 325 U. S. 711, 723:

> "The first [major] relates to disputes over the formation of collective agreements or efforts to secure

them. They arise where there is no such agreement or where it is sought to change the terms of one, and therefore the issue is not whether an existing agreement controls the controversy. They look to the acquisition of rights for the future, not to assertion of rights claimed to have vested in the past.

"The second class [minor], however, contemplates the existence of a collective agreement already concluded or, at any rate, a situation in which no effort is made to bring about a formal change in terms or to create a new one. The dispute relates either to the meaning or proper application of a particular provision with reference to a specific situation or to an omitted case. In the latter event the claim is founded upon some incident of the employment relation, or asserted one, independent of those covered by the collective agreement, e.g., claims on account of personal injuries. In either case the claim is to rights accrued, not merely to have new ones created for the future."

Thus a "major dispute" looks to the acquisition of rights for the future, not to the assertion of rights claimed to have vested in the past. A "minor dispute", on the other hand, arises out of the interpretation or application of an existing collective agreement and relates to rights accrued or vested.

The contention of the petitioners is that the respondent's actions in abolishing the position of fireman on the diesel tugs violates an alleged vested or accrued right of the employees and the petitioners to these positions by virtue of existing agreements between the Union petitioners and respondents. Petitioners, while alleging that the respondents have violated the Railway Labor Act, attempt to justify the calling of a strike, without any resort to the processes and procedures of the Railway Labor Act, by alleging a violation by the respondents of existing agree-

ments. The petitioners' basic contention is that the applicable collective bargaining agreements prohibit the abolition of these positions. Respondents' position, on the other hand, is that the agreements do not prohibit the abolition of these positions and that the right to determine the size of the work force not having been bargained away, remains the right of management. Regardless of the merit of these respective contentions it is clear that what is presented by these respective contentions is clearly an interpretation or application of existing agreements and hence clearly a "minor dispute" within the meaning of the Railway Labor Act.

This Court has previously held in *Brotherhood of Railroad Trainmen* v. *Chicago River & Ind. R. R. Co.*, 353 U. S. 30, that a labor organization cannot resort to a strike over "minor disputes" pending before the Adjustment Board and that carriers are entitled to injunctive relief against such a strike notwithstanding the provisions of the *Norris-La Guardia Act*, 29 U.S.C. Sections 101-115. This Court has also held in *Order of Railway Conductors* v. *Pitney*, 326 U. S. 561, that the District Court under the Railway Labor Act should exercise equitable discretion to give Adjustment Boards the first opportunity to pass on issues arising out of the interpretation of collective bargaining agreements and that the granting of an injunction requiring the maintenance of the *status quo ante* with respect to employees who faced displacement should be withheld until the Adjustment Board had an opportunity to pass on the merits of the respective contentions presented. In the *Pitney* case, this Court further held in a dispute between two labor organizations as to which organization had the right to perform certain work that the organization representing employees about to be displaced could not show irreparable loss and inadequacy of the legal remedy until the Adjustment Board had passed upon the merits of the contentions of the contesting parties.

Thus, this Court has held that in a "minor dispute" which is pending before the Adjustment Board, the carrier is clearly entitled to an injunction against an illegal strike or work stoppage; that a District Court should exercise its equitable discretion to give the Adjustment Board the first opportunity to pass on the merits of the issues; and that the relief of an injunction requiring the maintenance of the *status quo ante* pending the resolution of such a dispute should be withheld since the employees cannot show irreparable harm or inadequacy of the legal remedy until the Adjustment Board determines the issue before it. These holdings are completely dispositive of all the issues in the case at bar.

These holdings are in accordance with the relationship of carriers and their employees under the Railway Labor Act, and are justified on practical as well as legal grounds. Carriers in the conduct of their business must daily make decisions and take actions which may give rise to disputes under existing agreements. Under the theory advanced by the petitioners, Unions could effectually paralyze employers in the administration of the business and of existing agreements by the device of threatening a strike and forcing a suspension of the employer's decision or action as a condition for refraining from strike action. Carriers who are inherently responsible for applying agreements and who attempt to do so in good faith, would be helpless to take any action without prior submission of the whole question to final disposition under grievance procedures. No such impractical and burdensome requirements are contemplated in the act or may they properly be imposed by Courts. Instead, carriers are subject to liability awards of the various Adjustment Boards, in the event that they make erroneous decisions in applying their collective agreements.

(2) The Questions Allegedly Presented by the Petition Are Not Involved in This Cause.

The questions framed by the petitioners in their petition are not involved in this case. The first question stated (Petition, p. 3) is as follows:

> "1. Whether a District Court under circumstances where a dispute arising under the Railway Labor Act has been submitted by railroads to the National Railroad Adjustment Board and the New York Harbor Marine Board of Adjustment and an injunction against a strike by employees is sought on authority of *Brotherhood of Railroad Trainmen v. Chicago River and Ind. R. R. Co.*, 353 U. S. 30, may on the granting of an injunction impose reasonable conditions designed to protect the employees against a harmful change in working conditions during pendency of the dispute before the Adjustment Board by ordering that the railroads restore the status quo, or, in the alternative, pay the employees the amount they would have been paid had changes in working conditions giving rise to the dispute not been made?"

In the case at bar, the dispute which is concededly under the Railway Labor Act, and which is a "minor dispute", has been submitted and is presently pending before the appropriate Adjustment Board as was the situation in *Brotherhood of Railroad Trainmen v. Chicago River and Ind. R.R. Co.*, 353 U. S. 30. The District Court granted an injunction against the unlawful strike or work stoppage which had been called and aided by the petitioners, on the authority of the *Chicago River* case, *supra*. This injunction against the petitioners was affirmed by the Court of Appeals for the Second Circuit.

The District Court also granted the petitioners' cross-motion for an order requiring the maintenance of the

status quo ante with respect to the position of fireman on respondents' diesel tugs pending the "completion of appropriate processes under the Railway Labor Act" (158 (a)). This mandatory injunction against the respondents was a separate and distinct order and was not a "reasonable condition designed to protect the employees against a harmful change in working conditions during pendency of the dispute before the Adjustment Board", as the petitioners state. This injunction which the Court of Appeals for the Second Circuit reversed was granted by the District Court without any finding that in the absence of such relief the petitioners would have suffered irreparable harm and that they had no adequate remedy at law. Such a finding or holding would of course have been directly contrary to *Order of Railway Conductors* v. *Pitney*, 326 U. S. 561. The District Court did find however, and the Court of Appeals affirmed, that the respondents would suffer irreparable harm and had no adequate remedy at law in granting respondents injunctive relief against the illegal strike threat.

The injunction against respondents requiring the maintenance of the *status quo ante* can in no way be construed to have been "designed to protect the employees against a harmful change in working conditions" during pendency of the dispute before the Adjustment Board" as the term "change in working conditions" is used in the Railway Labor Act.

The phrase "change in working conditions" as used in the Petitioners' Brief has its genesis in Section Two, Seventh of the Railway Labor Act (45 U.S.C. 152; Seventh) which provides as follows:

> "No carrier, its officers, or agents shall change the rates of pay, rules, or working conditions of its employees, as a class as embodied in agreements except in the manner prescribed in such agreements or in section 6 of this Act."

This Court explained in the *Pitney* case, *supra*, that what the phrase "change * * * working conditions" means is a change in those "working conditions" which are actually embodied in written agreements. Thus, as stated by Mr. Justice Black in the *Pitney* case, *supra*, page 565:

> "These sections [Sections 1, 2 Seventh, 2 Tenth and 6] make it clear that the only conduct which would violate Section 6 is a change of those working conditions which are 'embodied' in agreements."

In the case at bar, the petitioners have not and cannot show any "working condition" embodied in any of the applicable agreements which has been changed. There is nothing "embodied" in any of the agreements concerning the number of men which must be assigned to a crew of respondents' diesel tugs, nor is there anything in any of the agreements specifying how long any of these employees must be retained nor is there anything in any of the agreements restricting the right of the respondents to abolish these positions if in their judgment it becomes necessary for the continued sound economic operation of their marine operations.

By presenting a question to this Court indicating that "a harmful change in working conditions" is involved, the petitioners would seem to imply that what is here involved is a "major dispute" and not a "minor dispute" as was held by the Court of Appeals for the Second Circuit after the District Court had failed to classify the dispute as either "major" or "minor."

By so phrasing the "question presented", the petitioners quote (Petition, p. 10) from the Petition for a Writ of Certiorari in the case of the *Brotherhood of Locomotive Engineers et al.* v. *Missouri-Kansas-Texas Railroad Company et al.*, 266 F. 2d 335 (5th Cir. 1959). Certiorari granted 361 U. S. 810. The portion of the Petition in that case which is quoted by the petitioners on page 10 shows

that it is an analysis of a situation in which a carrier desired "to effect changes in working conditions embodied in collective bargaining agreements." This can only have reference to a situation which is created as a result of a "major dispute" which results when either party seeks to change the terms of the agreement and this is clearly not involved in the case at bar.

The second question alleged to be presented by the petitioner (p. 3) is as follows:

> "Whether the Norris-La Guardia Act prohibits the issuance of an injunction against a strike by railroad employees where railroad employers have summarily discharged a craft of employees and have made no attempt to comply with their duty under the Railway Labor Act nor made any reasonable effort to settle the labor dispute caused by their action when the District Court from which the injunction is sought does not further grant a mandatory injunction to restore the discharged employees to their former positions pending the completion and exhaustion of the procedures and processes of the Railway Labor Act?"

The basic principle underlying this question was decided by this Court in *Brotherhood of Railroad Trainmen* v. *Chicago River & Ind. R. R. Co.*, 353 U. S. 30, when it held that the provisions of the *Norris-La Guardia Act*, 29 U.S.C. Section 101-115 did not prevent the issuance of injunctive relief to a carrier against a labor organization which resorted to a strike in a "minor dispute" pending before the Adjustment Board.

Again in framing this question the petitioners seek to justify their illegal strike threat without resorting to any of the processes of the Railway Labor Act by blithely alleging that the carriers made no attempt to comply with their duty under the Act to settle this labor dispute. This argument is specious and ignores the fact that the labor

"dispute" did not come into being until it was created by the petitioners' strike threat as the Court of Appeals has held. As the Court below stated (271 F. 2d 87, 90; Petition p. 24, Appendix B):

> "No dispute existed until the union's voiced disapproval of the railroads' action. This they did by threatening to strike. They might, however, have acquiesced in the railroads' interpretation of the agreements and not sent a strike threat. Until management announced its decision, the unions had no grievance, and nowhere in the Act is to be found any intimation that management must consult with union representatives before taking such action."

In a situation very similar to the case at bar this is exactly what happened with respect to at least one of the petitioners herein: Respondent Bush Terminal Railroad Company abolished the position of oiler on one trick or shift of the one diesel tug which they had in operation. The T.W.U. in that instance did not strike or threaten to strike but rather processed their claim under the provisions of the Act and the applicable agreement up to the highest officer on the property. They abandoned their position and acquiesced in the Company's position prior to submission to the Adjustment Board. In another instance the position of extra floatman was abandoned by respondents without any protest (pp. 58a and 63a).

The petitioners' insistence that the respondents have abolished a craft is unfounded and ignores the fact that on some of respondents' lines the firemen on diesel tugs who will be displaced can bid in on jobs as firemen on steam tugs (p. 90a). It also ignores the fact that the displaced firemen's seniority retirement and insurance rights are unaffected. It ignores the fact that the displaced employees retain their status as employees similar to that of furloughed employees. The furloughing of employees in the railroad industry, as petitioners admit, is a common

place thing and remains the unquestioned right of the carrier. (p. 101a). So too in the case at bar, since the respondents' action is not proscribed by law or by any of the agreements, they had the right to effectuate such a change as was intended. Neither the law nor the agreements required the respondents to confer with the petitioner before initiating such action. In the case at bar it is the petitioners who have made no attempt to comply with their duty under the Railway Labor Act but instead they called an illegal strike without resorting to any of the processes of the Act. To place a stamp of approval upon the petitioners' methods in the case at bar would completely vitiate the policy and purposes of the Act.

CONCLUSION

The Petition for a Writ of Certiorari should be denied.

Respectfully submitted,

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Appendix A

Statutes Involved

Railway Labor Act

§ 151a.

The purposes of the chapter are: (1) To avoid any interruption to commerce or to the operation of any carrier engaged therein; (2) to forbid any limitation upon freedom of association among employees or any denial, as a condition of employment or otherwise, of the right of employees to join a labor organization; (3) to provide for the complete independence of carriers and of employees in the matter of self-organization to carry out the purposes of this chapter; (4) to provide for the prompt and orderly settlement of all disputes concerning rates of pay, rules, or working conditions; (5) to provide for the prompt and orderly settlement of all disputes growing out of grievances or out of the interpretation or application of agreements covering rates of pay, rules, or working conditions.

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§ 152.

First. It shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions, and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of any dispute between the carrier and the employees thereof.

Second. All disputes between a carrier or carriers and its or their employees shall be considered, and, if possible, decided, with all expedition, in conference be-

tween representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute.

* * *

Sixth. In case of a dispute between a carrier or carriers and its or their employees, arising out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, it shall be the duty of the designated representative or representatives of such carrier or carriers and of such employees, within ten days after the receipt of notice of a desire on the part of either party to confer in respect to such dispute, to specify a time and place at which such conference shall be held: Provided, (1) That the place so specified shall be situated upon the line of the carrier involved or as otherwise mutually agreed upon; and (2) that the time so specified shall allow the designated conferees reasonable opportunity to reach such place of conference, but shall not exceed twenty days from the receipt of such notice: And provided further, That nothing in this Act shall be construed to supersede the provisions of any agreement (as to conferences) then in effect between the parties.

Seventh. No carrier, its officers, or agents shall change the rates of pay, rules, or working conditions of its employees, as a class, as embodied in agreements except in the manner prescribed in such agreements or in section 156 of this Act.

§ 153.

First. There is established a Board, to be known as the National Railroad Adjustment Board, the mem-

bers of which shall be selected within thirty days after June 21, 1934, and it is provided—

* * *

(i) The disputes between an employee or group of employees and a carrier or carriers growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions, including cases pending and unadjusted on June 21, 1934, shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes; but, failing to reach an adjustment in this manner, the disputes may be referred by petition of the parties or by either party to the appropriate division of the Adjustment Board with a full statement of the facts and all supporting data bearing upon the disputes.

§ 155.

First. The parties, or either party, to a dispute between an employee or group of employees and a carrier may invoke the services of the Mediation Board in any of the following cases:

(a) A dispute concerning changes in rates of pay, rules, or working conditions not adjusted by the parties in conference.

(b) Any other dispute not referable to the National Railroad Adjustment Board and not adjusted in conference between the parties or where conferences are refused.

The Mediation Board may proffer its services in case any labor emergency is found by it to exist at any time.

In either event the said Board shall promptly put itself in communication with the parties to such contro-

versy, and shall use its best efforts, by mediation, to bring them to agreement. If such efforts to bring about an amicable settlement through mediation shall be unsuccessful, the said Board shall at once endeavor as its final required action (except as provided in paragraph third of this section and in section 160 of this title) to induce the parties to submit their controversy to arbitration, in accordance with the provisions of this chapter.

If arbitration at the request of the Board shall be refused by one or both parties, the Board shall at once notify both parties in writing that its mediatory efforts have failed and for thirty days thereafter, unless in the intervening period the parties agree to arbitration, or an emergency board shall be created under section 160 of this title, no change shall be made in the rates of pay, rules, or working conditions or established practices in effect prior to the time the dispute arose.

§ 156.

Carriers and representatives of the employees shall give at least thirty days' written notice of an intended change in agreements affecting rates of pay, rules, or working conditions, and the time and place for the beginning of conference between the representatives of the parties interested in such intended changes shall be agreed upon within ten days after the receipt of said notice and said time shall be within the thirty days provided in the notice. In every case where such notice of intended change has been given, or conferences are being held with reference thereto, or the services of the Mediation Board have been requested by either party, or said Board has proffered its serv-

ices, rates of pay, rules or working conditions shall not be altered by the carrier until the controversy has been finally acted upon, as required by section 155 of this title, by the Mediation Board, unless a period of ten days has elapsed after termination of conferences without request for or proffer of the services of the Mediation Board.

§ 160.

If a dispute between a carrier and its employees be not adjusted under the foregoing provisions of this chapter and should, in the judgment of the Mediation Board, threaten substantially to interrupt interstate commerce to a degree such as to deprive any section of the country of essential transportation service, the Mediation Board shall notify the President, who may thereupon, in his discretion, create a board to investigate and report respecting such dispute. Such board shall be composed of such number of persons as to the President may seem desirable: *Provided, however,* That no member appointed shall be pecuniarily or otherwise interested in any organization of employees or any carrier. The compensation of the members of any such board shall be fixed by the President. Such board shall be created separately in each instance and it shall investigate promptly the facts as to the dispute and make a report thereon to the President within thirty days from the date of its creation.

* * *

After the creation of such board and for thirty days after such board has made its report to the President, no change, except by agreement, shall be made by the parties to the controversy in the conditions out of which the dispute arose.

Proof of Service.

I, JOSEPH P. ALLEN, counsel for the Respondents herein and a member of the Bar of the Supreme Court of the United States, hereby certify that, on the 18th day of December 1959, I served copies of the foregoing Brief In Opposition to the Petition for a Writ of Certiorari on the Petitioners herein by mailing copies in duly addressed envelopes with first-class postage prepaid, to Petitioners' attorneys of record as follows: to George Halpern, 120 East 41st Street, New York, New York; Edith Lowenstein, 501 Fifth Avenue, New York, New York; and to Carl E. Newton, 2 Wall Street, New York, New York.

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